

SALES INCENTIVE TERMS AND CONDITIONS

1 ACCEPTANCE

These terms & conditions form a binding legal contract between OpenText UK Ltd ("**Company**") and [insert name of partner] ("**You**"). To participate and agree to these Terms & Conditions, you will send Company an email expressly agreeing to be legally bound by these Terms & Conditions ("**Agreement**").

As a member in good standing in the Company partner program You wish to participate in an incentive program described in this Agreement which relates to a sales spiff ("**Sales Incentive Program**").

2 TIMING

The Sales Incentive Program is valid for the Incentive Period (as described in Schedule One to this Agreement).

3 ELIGIBILITY

This Sales Incentive Program is only open to You. If your company policy requires approval for incentive programs, you may not be eligible to enter into this Sales Incentive Program with Company unless approved by your company.

4 TO PARTICIPATE

The Sales Incentive Program is as set out in Schedule One and shall only apply during the Incentive Period and with respect to the Eligible Products. Further, it shall only apply to net new business and cross-sell and renewals are not eligible. If you agree to participate in the Sales Incentive Program and the provisions of this Agreement part way through the Incentive Period, any entries in the Company's deal registration system you make prior to your participating in the Sales Incentive Program do not qualify for Incentives.

You must record all entries relating to your participation in the Sales Incentive Program, in the Incentive Period, in Company's deal registration system to which You have access. Only the Company's records and systems shall be used for purposes of determining compliance under the Agreement and performing any calculation regarding all Incentives that may be payable pursuant to this Agreement. Company will review all entries into the Company's deal registration system to determine whether You may qualify for an incentive under this Sales Incentive Program.

Eligibility for an Incentive in connection with the Sales Incentive Program shall always be at Company's sole discretion. All decisions made by Company are final.

You must at all times operate with integrity and honesty, and provide honest and good faith advice (including without limitation to your customers and all persons you have or may have business dealings with as well as to your staff, workers and anyone operating on your behalf in

respect of products and services). You shall not encourage any type of transaction relating to, or the purchase of an Eligible Product in circumstances where a different product that is not included in Sales Incentive Program or eligible for an Incentive would be more suitable. You shall ensure that all your staff, workers and anyone operating on your behalf similarly comply with this and the other obligations of this Agreement.

5 THE INCENTIVE

The Incentives applicable under the Sales Incentive Program are detailed in Schedule One, and subject always to the other provisions of this Agreement. After the end of the Incentive Period, Company shall determine the number of qualifying incentives to be issued and shall send these to You.

Eligible Products that You enter into any transactions for or (re)sell in contradiction with your agreements with the Company or its Affiliates, including without limitation your partner agreement, will not be eligible for Incentives. Where allocation of Incentives depends on information that You are required to provide to Company or its Affiliates, you acknowledge that you must complete and provide that information in time and within the Incentive Period.

Company reserves the right to send a reduced Incentive amount or to not send You Incentives in certain circumstances, including without limitation where You have placed orders or purchased Eligible Products at pricing or discounts that are below Company's or its Affiliate's (as applicable) standard pricing, or your total Incentive amount for the Sales Incentive Program is less than €100.

Your partner account must always be up to date and in good payment standing and if that is not met the Company is entitled to withhold, off-set or forfeit any Incentive amount otherwise due to You. The foregoing shall be determined by the Company at its sole discretion.

If Company at any time determines that there has been an overpayment of any Incentives for any reason (including without limitation your ineligibility to receive, or it is more than You should have received) Company may require You to promptly return that overpayment to it and if You fail to do so, Company reserves the right to charge additional fees including without limitation late fees or legal fees relating to recovery of the overpayment. Company may also withhold, off-set or forfeit any future Incentives to recover the overpayment.

6. LEGAL RESPONSIBILITY

You acknowledge that it is your responsibility to comply with and abide by all applicable laws and regulations, including but not limited to data privacy, anti-bribery and corruption, tax and competition laws and regulations. You will not take nor allow any third party to take, any action or engage in any practice that would violate these.

You will defend, at your own expense, and indemnify Company and its Affiliates against any action or claim against them, including their officers, employees and agents, regulator or any third party, that arises out of or is in connection with a failure to comply with the obligations under this Agreement or any violation of applicable laws or regulations by You, or any of your agents, officers, directors, or employees.

You confirm that neither you, your Affiliates or any person in those entities or with decision-making authority with respect to this Agreement, (i) have been convicted of any offense involving

bribery, corruption, fraud or dishonesty; (ii) to the best of your knowledge, have been or are the subject of an investigation, inquiry or enforcement proceeding by any governmental, administrative or regulatory body with respect to any offence or alleged offence under anti-bribery and corruption laws; (iii) have been or are subject to any fines or sanctions under data privacy and security laws; and (iv) are government officials.

You shall ensure that no personal data (as defined under applicable data privacy laws) is shared with the Company or Affiliate in connection with the Sales Incentive Program or the Incentives, and where such sharing is required, it shall only be done to the extent strictly necessary, applying principles of data minimisation and with prior consultation with the Company.

7 TAX

You confirm that all applicable taxes on or in connection with the Incentives are your sole responsibility.

8 LIMITATION OF LIABILITY

In no event, will Company, its Affiliates, or any of their agents, officers, directors or employees be liable for indirect, incidental, consequential, or exemplary damages or lost profits or revenues for any of their acts or omissions arising out of or in connection with this Agreement, the Sales Incentive Program or the Incentive, and whether or not they have been apprised of the possibility of such damages or lost profits or revenues. In no event will Company's and its Affiliates' liability hereunder or otherwise arising out of or in connection with this Agreement, the Sales Incentive Program or the Incentive, exceed €1,000.

9 TERMINATION, WITHDRAWAL, DISQUALIFICATION

Company may terminate this Agreement or the Sales Incentive Program, in whole or in part, and/or your participation therein at any time. You may terminate this Agreement or withdraw from the Sales Incentive Program at any time for any reason by providing five (5) days written notice to the Company.

If You are disqualified or otherwise terminated as a partner by Company or You withdraw prior to the end of the Incentive Period, Company is not liable to send you any Incentives.

10 DISPUTES

In the event of a dispute between the Company and You arising in connection with the Agreement, prior to commencing any litigation or other legal proceeding, the Company and You will each designate and make available an executive sponsor and, for at least thirty (30) days following notice from one party to the other of the existence of such a dispute, make a good faith effort to resolve such dispute by discussion and mutually agreed action.

11 GENERAL LEGAL TERMS

Definitions – capitalized terms shall have the meaning given to them in this Agreement, which also includes Schedule One to this Agreement. The headings used in this Agreement are for convenience only.

The term "Affiliate" means any entity that, with respect to Company, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with Company.

No Transfer – This sales incentive cannot be sold, transferred or combined with any other offer or incentive and is void if altered or reproduced and it has no cash value.

Confidential Information – means "this Agreement, its provisions and all information, whether or not in physical form, all oral communications, documents and other information, disclosed by a party to the other which: (a) is by its nature or circumstances surrounding its disclosure is, or could reasonably be expected to be regarded as, confidential to the disclosing Party; (b) is marked or otherwise designated confidential by the disclosing Party; or (c) the disclosing Party informs the receiving Party is confidential or a trade secret." All such Confidential Information originating from this Agreement will be treated as a confidential information.

Assignment - You may not assign this Agreement or any amount due under this Agreement, to any third party (including without limitation any of your Affiliates) without the express written consent of the Company.

Modification – The Company reserves the right to modify or discontinue any or all of the following, in whole or part, at any time without prior notice: the Agreement, the Sales Incentive Program, or your participation therein, the Incentive, the Incentive Period or the Eligible Products' list. If any modification or discontinuation is unacceptable to You then your sole recourse is to terminate your participation in the Sales Incentive Program.

Audit - Company may audit any of your submissions under the Sales Incentive Program for compliance including, but not limited to, verification of any reports, documents, purchase orders, invoices or supporting information submitted by You.

No waiver - Failure by Company to enforce your performance of any term in the Agreement will not constitute a waiver of Company's right to subsequently enforce such term or any other term.

Severability - If any provision of these terms is held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

Governing Law - These terms and conditions shall be governed by the laws of England and Wales. The mutually agreed place of jurisdiction for all legal disputes shall be the Courts of England and Wales.

Schedule One

The table below sets out the details of the incentive scheme and for the purposes of this Agreement, the capitalised terms in the left-hand column below shall have the meaning as set out in the corresponding right-hand column.

Incentive Period	Between 01 October 2023 – 31 December 2023.
Eligible Products	The Company’s product Carbonite Cloud-to-Cloud Backup for resale within Germany.
Sales Incentive Program	<p>The Sales Incentive Program shall apply to each of the following registered by You during the Incentive Period under the Company’s partner program:</p> <p>(i) each new order placed by You and accepted by the Company or its Affiliate for an Eligible Product in respect of a new opportunity for resale of the Eligible Product in Germany during the Incentive Period. Each order for a threshold value of less than €100.00 shall be excluded. Each order that is not paid for, is disputed or is cancelled shall be excluded.</p>
The Incentive	<p>In respect of each of item (i) in the previous section, the Incentive shall be as follows where they qualify for an Incentive under the provisions of this Agreement:</p> <ul style="list-style-type: none"> (i) a €10 Amazon voucher for a confirmed order of 50 licenses (ii) a €25 Amazon voucher for a confirmed order of 100 licenses (iii) a €100 Amazon voucher for a confirmed order of 250 licenses (iv) a €300 Amazon voucher for a confirmed order of 500 licenses <p>The total Incentive pay-out to You with respect to the Sales Incentive Program shall not be more than a value equivalent to €10,000.00. Subject always to the terms and conditions of the Agreement.</p>